

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

ZANE TRADING N.V., a Suriname limited)	
liability company,)	
)	CASE NO.:
Plaintiff,)	
)	
vs.)	
)	BREACH OF CONTRACT
THE BATTERY RECYCLING COMPANY,)	COLLECTION OF MONIES
a Puerto Rico Company)	
)	
Defendants.)	
_____)	

COMPLAINT

COMES NOW Plaintiff, ZANE TRADING N.V., by and through undersigned counsel, hereby sues Defendant, THE BATTERY RECYCLING COMPANY, and in support thereof states as follows:

I.

NATURE OF THE ACTION, JURISDICTION AND VENUE

1. This is an action for breach of contract and collection of monies for goods delivered and not paid.

2. This Honorable Court has subject matter jurisdiction over the instant controversy pursuant to 28 U.S.C. §1332, because there is complete diversity of citizenship between Plaintiff and Defendant and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interests and costs, thus conferring diversity jurisdiction.

3. Venue is proper in the District of Puerto Rico pursuant to 28 U.S.C. § 1391 insofar as Defendant resides and does business in the Commonwealth of Puerto Rico, a substantial part of the events giving rise to the instant claims occurred in Puerto Rico, and all of

the goods delivered by Plaintiff and not paid by Defendant were received by Defendant in Puerto Rico.

II.

THE PARTIES

4. Plaintiff ZANE TRADING N.V is a limited liability company organized and existing under the laws of the Republic of Suriname with its principal offices located at Kasmierstraat # 35 Paramaribo, Suriname.

5. Defendant THE BATTERY RECYCLING COMPANY is a company organized and existing under the Laws of the Commonwealth of Puerto Rico with its principal place of business in Arecibo, Puerto Rico and principal offices at Carr. # 2 Km. 72.2, Barrio Cambalache, Arecibo, Puerto Rico 00612.

III.

RELEVANT FACTS COMMON TO ALL CLAIMS

6. Plaintiff is in the business of selling scrap batteries.

7. Defendant operates a lead smelting facility which recycles and processes scrap batteries.

8. On or about May 3, 2012, Plaintiff sold and delivered to Defendant six containers of scrap batteries worth \$113,552.60 as per Booking # PRB 3420 / Bill of Lading # ZIMUPRB0004459. A true and correct copy of Bill of Lading # ZIMUPRB0004459 is attached hereto as Exhibit "A."

9. On or about May 7, 2012, Plaintiff sold and delivered to Defendant an additionally six containers of scrap batteries worth \$114,373.00 as per Booking # PRB 3444 /

Bill of Lading # ZIMUPRB0004474. A true and correct copy of Bill of Lading # ZIMUPRB0004474 is attached hereto as Exhibit "B."

10. The total outstanding amount due from the sale of the twelve containers of scrap batteries is \$227,925.60.

11. Defendant has accepted all twelve containers of scrap batteries and has retained the benefit of the scrap batteries.

12. On June 19, 2012, Plaintiff's counsel demanded that Defendant tender the \$227,925.60 that is due and owing. A true and correct copy of Plaintiff's demand letter dated June 19, 2012 is attached hereto as Exhibit "C."

13. On June 26, 2012, Defendant replied to Plaintiff's demand by admitting that it received the containers at issue and that it owes Plaintiff \$227,925.60. A true and correct copy of Defendant's June 26, 2012 response is attached hereto as Exhibit "D."

14. Plaintiff has attempted to resolve this matter without judicial intervention, however Defendant refuses to pay. To date, Defendant has not paid any portion of the total amount due.

15. Plaintiff has retained undersigned counsel to represent it in this matter and is obligated to pay its counsel reasonable fees and cost incurred.

16. All conditions precedent have occurred, or have been performed, satisfied, waived, or excused.

IV.

CAUSES OF ACTION

COUNT 1 (BREACH OF CONTRACT)

17. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 16 above as if fully set forth herein.

18. Plaintiff sold and delivered to Defendant \$227,925.60 worth of scrap batteries.

19. The scrap batteries were delivered to Defendant under Bill of Lading # ZIMUPRB0004459 and Bill of Lading # ZIMUPRB0004474. *See* Exhibit “A” and Exhibit “B.”

20. Defendant agreed to pay \$227,925.60 for the goods sold and delivered.

21. Defendant has failed to pay the amount owed under Bill of Lading # ZIMUPRB0004459 and Bill of Lading # ZIMUPRB0004474.

22. As a result of the actions described above, Defendant has breached its contract with Plaintiff.

23. In view of the foregoing, Plaintiff is entitled to assert, and hereby asserts, a claim against Defendant to recover an amount of no less than \$227,925.60 corresponding to the goods sold and delivered to Defendant plus the interests that have accrued and will continue to accrue until final payment is made. Articles 94 and 259 of the Puerto Rico Code of Commerce, P.R. Laws Ann., Tit. 10 §§ 1314, 1717; Articles 1044, 1054, 1060, 1061, 1077 and 1339 of the Puerto Rico Civil Code, Laws of P.R. Ann., Tit. 31 § 2994, 3018, 3024, 3025, 3052 and 3746.

COUNT 2
(COLLECTION OF MONIES)

24. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 23 above as if fully set forth herein.

25. Defendant owes Plaintiff \$227,925.60 plus interests.

26. Notwithstanding Plaintiff’s efforts to collect the monies owed by Defendant, no payments have been received as of this date.

27. The aforementioned debt is liquid, due and payable.

28. Therefore, Plaintiff hereby requests that the Court order Defendant to pay the sum of \$227,925.60 plus interests.

V.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ZANE TRADING, N.V. demands the entry of a judgment in its favor against Defendant THE BATTERY RECYCLING COMPANY for compensatory damages in the amount of \$227,925.60, plus interests, costs, reasonable attorneys' fees, and such other relief as the Court deems just, equitable, and proper.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 21st day of August, 2012.

LAW OFFICES OF GISELLE LÓPEZ SOLER

PMB 257

Rd. 19 1353

Guaynabo, Puerto Rico 00966

Tel. (787) 667-0941

Email gl@lopezsolerlaw.com

s/ Giselle López Soler

Giselle López Soler

USDC No. 224010